El M. Long

ELIAS C. ALVORD (1942) ELLSWORTH C. ALVORD (1964) ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266 FAX (202) 393-2156 FEB 1 3 1996 16 45 PM

OF COUNSEL URBAN A. LESTER

COMMENCE WINNER THE COMMENCED TO

February 13, 1996

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), and the regulations thereunder, are four (4) copies of a Release and Satisfaction and Bill of Sale, dated January 16, 1996, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement which was previously filed with the Commission under Recordation Number 11064.

The name and address of the party to the enclosed document are:

Secured Party:

United States Trust Company of New York,

as Agent

114 West 47th Street

New York, New York 10036

A description of the railroad equipment covered by the enclosed document is set forth in the Conditional Sale Agreement as originally filed herein.

Mr. Vernon A. Williams February 13, 1996 Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return three (3) stamped copy of the enclosed document to the undersigned.

Very truly yours

Robert W. Alvord

RWA/bg Enclosures

## SURFACE TRANSPORTATION BOARD WASHINGTON, D.C. 20422-0001

2/13/96

Robert W. Alvord Alvord And Alvord 918 Sixteenth Street, NW., Ste. 200 Washington, DC., 20006-2973

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of

the Interstate Commerce Act, 49 U.S.C. 11303, on 2/13/96/ at 12:45PM , and

assigned recordation number(s). 19929, 19930, 11064-I, 13239-J, 13240-L.
15208-A, 18643-A, 19144-D and E, 19321-I.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$\\_210\_00\\_The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Sionature

### RELEASE AND SATISFACTION AND BILL OF SALE RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY CONDITIONAL SALE AGREEMENT DATED AS OF SEPTEMBER 1, 1979

KNOW ALL MEN BY THESE PRESENTS, that United States Trust Company of New York, as Agent, assignee of a certain Conditional Sale Agreement dated as of September 1, 1979, (the "Conditional Sale Agreement") between FMC Corporation and Richmond, Fredericksburg and Potomac Railroad Company, ("RF&P RR") hereby certifies that all of the \$12,169,150.50 Conditional Sale Indebtedness, with interest thereon at the rate of 9.625% per annum, has been fully paid or payment provided for, and all of the obligations under said Conditional Sale Agreement have been fully complied with and performed.

WHEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

The Agent does hereby declare said Conditional Sale Agreement to be satisfied and canceled and does consent that the same be discharged of record, and further the Agent does hereby sell, assign, convey, transfer, set over, release and quitclaim without any warranty or guaranty of any kind, express or implied, unto Richmond, Fredericksburg and Potomac Railway Company, a wholly-owned subsidiary of CSX Transportation, Inc. and the successor, pursuant to an asset acquisition, to R F &P RR's rights and interests under the Conditional Sale Agreement all of its right, title and interest in and to all of the railroad equipment of every character included in the said Conditional Sale Agreement and now held by the Agent.

IN WITNESS WHEREOF, the Agent has caused these presents to be executed in its name by one of its Vice Presidents thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its ASST. VICE PRESIDENT as of this \_\_\_\_\_ day of January, 1996.

ATTEST:

United States Trust Company of New York, as Agent

By: Mcesnelewske By: Vice President

STATE OF NEW YORK ) SS.:

COUNTY OF NEW YORK

On this day of January, 1996, before me personally appeared lows found, to me personally known who, being by me duly sworn, says that he/she is a Vice President of United States Trust Company of New York, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

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RSBofSL4

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 03-4624735
Qualified in Bronx County
Commission Expires March 30, 1996

# NEW HOPE & IVYLAND RAILROAD CO.

#### MC HUGH BROTHERS LINE

GENERAL OFFICES
Post Office Box 196

Penndel

Pennsylvania 19047

Phone: 215-757-3792

STATION PHONES

New Hope 215-862-5206

Buckingham 215-794-8063

Wycombe 215-598-3003

Ivyland 215-343-2112

### NOTICE OF ASSIGNMENT

McHugh Brothers Heavy Hauling, Inc. P.O. Box 196
Penndel, Pennsylvania 19047

Attention: President

Gentlemen:

Reference is made to the Equipment Sublease dated as of November 1, 1979 (the "Sublease"), between McHugh Brothers Crane Rentals, Inc. (the "Sublessor"), and New Hope & Ivyland Railroad Company (the "Sublessee") providing for a sublease of 300 boxcars, and to the Assignment of the Sublease to McHugh Brothers Heavy Hauling, Inc. by the Sublessee.

Pursuant to Section 13 of the Sublease, you are hereby notified that Richmond, Fredericksburg and Potomac Railroad Company (the "Owner"), as lessor under the Equipment Lease dated as of September 1, 1979, between the Owner and the Sublessor, and FMC Corporation (the "Manufacturer") have entered into a Conditional Sale Agreement dated as of September 1, 1979 (the "CSA"), and the Manufacturer has assigned its right, security, title and interest under the CSA to United States Trust Company of New York (the "Assignee") pursuant to an Agreement and Assignment dated as of September 1, 1979 (the "Assignment"), copies of which are herewith delivered to you. As more fully set forth in the CSA and the Assignment, the Owner has granted and assigned to the Assignee all of its right, title and interest, as lessor under the Lease, including, without limitation, the immediate and continuing right to receive and collect all rental, casualty value payments, insurance proceeds, condemnation awards and other payments, except those sums reserved under Section 23.6 of the CSA. Said rights of the Owner so assigned include the right to receive by assignment the rentals, casualty value payments and other sums payable under the Equipment Sublease except those sums reserved